

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

RHONDA BROWN, a Washington resident,

Plaintiff,

NO.

vs.

**COMPLAINT TO ENFORCE
JUDGMENTS ENTERED TO
PROTECT PERSONS WITH
DISABILITIES PURSUANT TO
THE ADA AND THE WLAD**

MOORE HOTEL, INC., a Washington
corporation and owner of the Moore Theatre,
SEATTLE THEATRE GROUP, a
Washington corporation and operator of the
PARAMOUT THEATRE and the **MOORE
THEATRE**,

JURY DEMAND

Defendants.

COMES NOW, Plaintiff, Rhonda Brown, by and through her attorneys, Conrad A. Reynoldson of Washington Civil & Disability Advocate and Mark D. Walters, REED PRUETT WALTERS LARSEN PLLC, and for her Complaint to Enforce Judgments Entered to Protect Persons with Disabilities Pursuant to the ADA and the WLAD, to state and allege as follows:

II. PARTIES

1
2 **1.** Plaintiff, Rhonda Brown, is a Washington resident who regularly attends
3 entertainment events at places of public accommodation in this district.

4 **2.** Rhonda Brown is a qualified individual with a disability who uses a motor-
5 powered scooter and requires accessible seating, accessible routes, and accessible restrooms in
6 order to patronize Seattle Theatre Group's establishments.

7 **3.** Rhonda Brown, as Plaintiff, brought a prior lawsuit against Defendants to protect
8 the rights of people with disabilities under the American's with Disability Act and the
9 Washington Law Against Discrimination; the prior lawsuit was captioned, captioned, *Rhonda*
10 *Brown, et al, v. Seattle Theatre Group*, Case No. C17-0939-JCC.

11 **4.** Defendant, Moore Hotel, Inc. is a Washington corporation.

12 **5.** Moore Hotel, Inc. owns the Moore Theatre located at 1932 2nd Avenue, Seattle,
13 Washington.

14 **6.** Michael Toulouse is the Registered Agent for Moore Hotel, Inc.

15 **7.** The address for Moore Hotel, Inc.'s Registered Agent is: 1926 2nd Avenue,
16 Seattle, WA 98101.

17 **8.** Defendant, Seattle Theatre Group, is a Washington corporation.

18 **9.** Seattle Theatre Group operates the Moore Theatre.

19 **10.** Seattle Theatre Group operates the Paramount Theatre.

20 **11.** DWT WASHINGTON LLC is the Registered Agent for Seattle Theatre Group.

21 **12.** The address for Seattle Theatre Group's Registered Agent is: 920 5th Avenue,
22 Suite 3300, Seattle, WA 98104.

III. JURISDICTION AND VENUE

13. This court has jurisdiction pursuant to 28 U.S.C. §1331, which gives district courts original jurisdiction over civil actions arising in the Constitution, laws, or treaties of the United States.

14. This court has jurisdiction pursuant to 28 U.S.C. §1343(a)(4), which gives district courts jurisdiction over actions to secure civil rights under Acts of Congress.

15. This court has jurisdiction pursuant to 28 U.S.C. §1367, which gives district courts supplemental jurisdiction over state law claims.

16. Venue is appropriate in this judicial district under 28 U.S.C. §1391 because the Defendants reside in this District and the events and omissions that gave rise to this action occurred in this District.

V. FACTUAL ALLEGATIONS

17. This is an action to enforce Judgments previously obtained against Defendants to protect persons with disabilities pursuant to the Americans with Disabilities Act (“ADA”) and the Washington Law Against Discrimination (“WLAD”) against Defendants, owners and operators of the Moore Theatre and the Paramount Theatre, beautiful and historic places of public accommodation in the City of Seattle.

A. The Final Judgment

18. On August 6, 2018, the Honorable John C. Coughenour, United States District Court Judge, entered a Judgment in a Civil Case (“Final Judgment”), in the lawsuit captioned, *Rhonda Brown, et al, v. Seattle Theatre Group*, Case No. C17-0939-JCC (Dkt. No. 53).

1 **19.** A true and correct copy of the Final Judgment (Dkt. No. 53) is attached to this
2 Complaint, marked as Exhibit A.

3 **20.** The Final Judgment, states in relevant part: “Defendants shall complete all work
4 as outlined in the Court’s prior judgments. (*See* Dkt. Nos. 31, 39).”

5 **21.** As of the date of this filing (September 11, 2019), Defendants have not completed
6 all of the work as outlined in the Court’s prior judgments. (*See* Dkt. Nos. 31, 39; Exhibits B
7 and C to this Complaint).

8 **B. The First Agreed Judgment**

9 **22.** Docket No. 31 is entitled *Partial Judgment in a Civil Case* (the “First Agreed
10 Judgment”).

11 **23.** The Clerk of the Court entered the First Judgment on May 4, 2018.
12 (Dkt. No. 31; Exhibit B to this Complaint).

13 **24.** A true and correct copy of the First Agreed Judgment (Dkt. No. 31) is attached to
14 this Complaint, marked as Exhibit B.

15 **25.** Paragraph 8 of the First Agreed Judgment (Dkt. No. 31; Exhibit B to this
16 Complaint) pertains to the Moore Theatre and states:

17 8. The drinking fountain on the main floor is too high for use, as alleged in
18 paragraph 77(k) of the Amended Complaint. Within a reasonable period of time,
19 as determined by the Moore Theatre’s existing event schedule, Defendants shall
remove the existing drinking fountain and replace it with a model that complies
with the ADA and the applicable Standards for Accessible Design.

20 **26.** The entry date of the First Agreed Judgment, May 4, 2018, to the date of this
21 filing (September 11, 2019) was a reasonable period of time to complete the modification work
22 required by paragraph 8 of the First Agreed Judgment.

1 **27.** Upon information and belief, as of the date of this filing (September 11, 2019),
2 Defendants have not completed the Court ordered modifications as required by paragraph 8 of
3 the First Agreed Judgment (Dkt. No. 31; Exhibit B to this Complaint).

4 **C. The Second Agreed Judgment**

5 **28.** Docket No. 39 is entitled *Judgment in a Civil Case* (the “Second Agreed
6 Judgment”).

7 **29.** The Clerk of the Court entered the Second Judgment on May 30, 2018.
8 (Dkt. No. 39).

9 **30.** A true and correct copy of the Second Agreed Judgment (Dkt. No. 39) is attached
10 to this Complaint, marked as Exhibit C.

11 **31.** The Second Agreed Judgment (Dkt. No. 31; Exhibit C to this Complaint) ordered
12 Defendants to make certain modifications to the Paramount Theatre so that this place of public
13 accommodation would comply with the 2010 ADA Standards for Accessible Design.

14 **32.** The Second Agreed Judgment required Defendants to make these modifications to
15 the Paramount Theatre, “[w]ithin a reasonable period of time, but not to exceed July 1,
16 2019[.]” (Dkt. No. 39, p.2; Exhibit C to this Complaint).

17 **33.** Upon information and belief, as of the date of this filing (September 11, 2019),
18 Defendants have not completed all the Court ordered modifications to the Paramount Theatre
19 as required by the Second Agreed Judgment (Dkt. No. 39; Exhibit C to this Complaint).

20 **First Cause of Action**

21 **Enforcing a Judgment for a Specific Act**
22 **Pursuant to Rule 70 of the Federal Rules of Civil Procedure**

1 **34.** Plaintiff incorporates the allegations set forth in paragraphs 1 to paragraph 33 as if
2 fully stated in this sentence.

3 **35.** Pursuant to Rule 70 of the Federal Rules of Civil Procedure, Plaintiff asks this
4 Court to order the modification work required by paragraph 8 of the First Agreed Judgment
5 (Dkt. No. 31; Exhibit B to this Compliant), the modification work required by the Second
6 Agreed Judgment (Dkt. No. 39; Exhibit C to this Complaint), and the Final Judgment (Dkt. No.
7 53; Exhibit A to this Complaint) to be supervised and completed by another person appointed
8 by the Court at the Defendants' expense and by a date to be set by this Court.

9
10 **Second Cause of Action**
11 **Ongoing Violations of Title III of the Americans with Disabilities Act**

12 **36.** Plaintiff incorporates the allegations set forth in paragraph 1 to paragraph 35 as if
13 fully stated in this sentence.

14 **37.** Upon information and belief, Defendants continue to violate the ADA; therefore,
15 Plaintiff seeks a permanent injunction that orders and requires the Defendants to complete this
16 work on or before December 30, 2019.

17 **38.** The ADA and Washington Law Against Discrimination both include fee shifting
18 provisions that allow plaintiffs to recover their attorneys' fees and costs incurred in actions
19 they bring to enforce their civil rights. The United States Congress explained the reason for
20 including the payment of a plaintiff's attorney fees and costs as part of the damages in civil
21 rights cases in the Senate Report on Civil Rights Attorney's Fees Awards Act of 1976, 42 U. S.
22 C. § 1988: "If private citizens are able to assert their civil rights, and if those who violate the

nation’s fundamental laws are not to proceed with impunity, then citizens must have the opportunity to recover what it costs them to vindicate these rights in Court.”

**Third Cause of Action
Ongoing Violation of the Washington Law Against Discrimination
(R.C.W. §§ 49.60.010 *et seq.*)**

39. Plaintiff incorporates the allegations set forth in paragraph 1 to paragraph 38 as if fully stated in this sentence.

40. By not completing the Court ordered modification work required by paragraph 8 of the First Agreed Judgment (Dkt. No. 31), or the Court ordered modification work required by the Second Agreed Judgment (Dkt. No. 39), and the Final Judgment (Dkt. No. 53) by the date this action is filed (September 11, 2019), Defendants continue to violate the WLAD; therefore, Plaintiff seeks a permanent injunction that orders and requires the Defendants to complete this work on or before December 30, 2019.

41. The ADA and Washington Law Against Discrimination both include fee shifting provisions that allow plaintiffs to recover their attorneys’ fees and costs incurred in actions they bring to enforce their civil rights. The United States Congress explained the reason for including the payment of a plaintiff’s attorney fees and costs as part of the damages in civil rights cases in the Senate Report on Civil Rights Attorney’s Fees Awards Act of 1976, 42 U. S. C. § 1988: “If private citizens are able to assert their civil rights, and if those who violate the nation’s fundamental laws are not to proceed with impunity, then citizens must have the opportunity to recover what it costs them to vindicate these rights in Court.”

VII. PRAYER FOR RELIEF

WHEREFORE, Ms. Brown respectfully requests that this Court:

1 **A.** Assume jurisdiction over this action;

2 **B.** Pursuant to Rule 70 of the Federal Rules of Civil Procedure, Plaintiff asks this
3 court to re-order the Court ordered modification work required by paragraph 8 of the First
4 Agreed Judgment (Dkt. No. 31; Exhibit B to this Compliant) to be supervised and completed
5 by another person appointed by the Court at the Defendants' expense and by a deadline to be
6 set by this Court;

7 **C.** Pursuant to Rule 70 of the Federal Rules of Civil Procedure, Plaintiff asks this
8 court to re-order the Court ordered modification work required by the Second Agreed
9 Judgment (Dkt. No. 39; Exhibit C to this Complaint), and the Final Judgment (Dkt. No. 53;
10 Exhibit A to this Complaint) to be supervised and completed by another person appointed by
11 the Court at the Defendants' expense and by a deadline to be set by this Court.

12 **D.** Find and declare Defendants to be in violation of Title III of the Americans with
13 Disabilities Act, 42 U.S.C. § 12181, *et seq.* and the Washington Law Against Discrimination,
14 Wash. Rev. Code §§ 49.60.010 et seq. because they failed to complete the modification work
15 required by the First Agreed Judgment (Dkt. No. 31), the Second Agreed Judgment (Dkt. No.
16 39), and the Final Judgment (Dkt. No. 53) by the date this action is filed (September 11, 2019).

17 **E.** Award Mrs. Brown her reasonable attorneys' fees and costs as authorized by 42
18 U.S.C. § 122205 and Wash. Rev. Code§ 49.60.030(2);

19 **H.** Award such additional or alternative relief as may be just, proper, and equitable.
20
21
22

1 DATED this 11th day of September, 2019

2
3 */s/ Conrad Reynoldson*

4 Conrad A. Reynoldson, WSBA No. 48187
5 Attorney for Plaintiff Rhonda Brown

6 WASHINGTON CIVIL & DISABILITY ADVOCATE
7 4115 Roosevelt Way NE, Suite B
8 Seattle, WA 98105
9 (206) 428-3558
10 conrad@wacda.com

11 *s/s Mark D. Walters*

12 Mark Walters, WSBA No. 25537
13 Attorney for Plaintiff Rhonda Brown

14 REED PRUETT WALTERS LARSEN PLLC
15 11120 NE 2nd Street, Suite 200
16 Bellevue, WA 98004
17 (425) 688-7620
18 mwalters@rpwlawfirm.com